

**SECTION B OF (Contract Number)
SUPPLIES OR SERVICES AND PRICES/COSTS**

B.1 DELIVERABLE REQUIREMENTS

The Contractor shall perform and/or deliver the following:

PHASE B : (List of all deliverables - examples are provided below)

1	Monthly technical progress reports/reviews on project implementation activities delivered to the New Frontiers Program Manager by the 15th day of the month.	Monthly
2	Quarterly Status Review/Presentations to the New Frontiers Program Manager.	Quarterly
3	Monthly and Quarterly financial management reports in accordance with clause G.1 and G.7 and in a format provided by the Program Manager. Financial (533M,Q)	Monthly, Quarterly
4	Annual budget review.	Annually
5	Major Review Reports	Review + 1 month
6	Monthly Schedule Status Reports delivered to the New Frontiers Program Manager by the 15th day of the month.	Monthly
7	Risk Status Reports delivered to the New Frontiers Program Manager by the 15th day of the month.	Monthly

PHASE C/D (deliverables will be added once authorized by the Government via modification to this contract or, if appropriate, separate contractual action):

PHASE E (deliverables will be added once authorized by the Government via modification to this contract or, if appropriate, separate contractual action):

(End of clause)

**SECTION B OF (Contract Number)
SUPPLIES OR SERVICES AND PRICES/COSTS**

B.2 ESTIMATED COST INCREASES

(a) The requirements of this clause are in conjunction with the Limitation of Cost clause or the Limitation of Funds clause of this contract.

(b) The Contractor shall notify the Contracting Officer in writing when the Contractor has reason to believe that the total cost for performance of this contract, exclusive of any fee, will be either greater or substantially less than the total estimated cost stated in this contract. Notification shall not be delayed pending preparation of a proposal.

(c) A proposal is required to support a request for an increase in the estimated cost of the contract. The proposal should be submitted as soon as possible after the above notification but no later than 115 days before the incurred costs are expected to exceed the estimated cost. This will allow adequate time for the Government to evaluate the proposal and to mutually establish any increase in estimated cost with the Contractor.

(d)(1) The proposal shall be submitted in the following format unless some other format is directed or approved by the Contracting Officer:

Incurred costs to date
Projected cost to completion
Total cost at completion
Current negotiated estimated cost
Requested increase in estimated cost

(2) The “projected cost to completion” shall consist of the following “other than cost or pricing data” unless the Contracting Officer requests or approves the submittal of a greater or lesser amount of information:

- (i) Elements of cost with supporting detail for estimated direct labor hours, direct and indirect rates, materials and subcontracts, and other elements.
- (ii) Supporting explanation for the increases and projections, sufficient for the Government to understand the reasons for the increased estimated cost.

(End of clause)

B.3 ESTIMATED COST (1852.216-8) (DEC 1988)

The total estimated cost for complete performance of this contract is \$_____. See FAR clause 52.216-11, Cost Contract - No Fee, of this contract.

(End of clause)

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SUPPLIES OR SERVICES AND PRICES/COSTS**

B. 3 ESTIMATED COST AND FIXED FEE (1852.216-74) (DEC 1991)

The estimated cost of this contract is \$ _____ exclusive of the fixed fee of \$ _____. The total estimated cost and fixed fee is \$ _____.

(End of clause)

B. 4 CONTRACT FUNDING (1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$ _____. This allotment is for costs and covers the following estimated period of performance: effective date of contract through XX/XX/XXXX.

(b) An additional amount of \$ _____ is obligated under this contract for payment of fee.

(End of clause)

[End of Section]

**SECTION C OF (Contract Number)
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

C.1 SCOPE OF WORK

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to perform the requirements set forth in the Contractor's proposed research effort entitled, "(Mission Name), Phase B Activities" and shall provide the item or services specified in Section B in accordance with the incorporated Section J as Attachment 1, Statement of Work (Mission Name), Phase B Activities

(End of clause)

[End of Section]

Sample

**SECTION D OF (Contract Number)
PACKAGING AND MARKING**

[THERE ARE NO CLAUSES IN THIS SECTION.]

Sample

**SECTION E OF (Contract Number)
INSPECTION AND ACCEPTANCE**

E. 1 ACCEPTANCE--SINGLE LOCATION

The Contracting Officer or authorized representative will accomplish acceptance at Marshall Space Flight Center (MSFC), Alabama. For the purpose of this clause, the Contracting Officer's Technical Representative named in this contract is the authorized representative. The Contracting Officer reserves the right to unilaterally designate a different Government agent as the authorized representative. The Contractor will be notified by a written notice or by a copy of the delegation of authority if different representative is designated.

If this is a fixed price type contract, acceptance shall be deemed to have occurred constructively--for the sole purpose of computing an interest penalty that might be due the Contractor under the Prompt Payment Act--on the seventh day after the Contractor has delivered the supplies or services in accordance with the terms and conditions of the contract. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the date of the actual acceptance.

(End of clause)

E. 2 INSPECTION SYSTEM RECORDS

The Contractor shall maintain records evidencing inspections in accordance with the Inspection clause of this contract for activities as set for in the Contractor's proposed research effort entitled, "(Mission Name), Phase B activities" and in accordance with the Statement of Work for one year after delivery of all items and/or completion of all services called for by the contract.

(End of clause)

E. 3 INSPECTION OF RESEARCH AND DEVELOPMENT – COST REIMBURSEMENT (52.246-8) (May 2001)

a) *Definitions.* As used in this clause—

“Contractor’s managerial personnel” means the Contractor’s directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—

- (1) All or substantially all of the Contractor’s business;
- (2) All or substantially all of the Contractor’s operation at any one plant or separate location where the contract is being performed; or

**SECTION E OF (Contract Number)
INSPECTION AND ACCEPTANCE**

(3) A separate and complete major industrial operation connected with performing this contract.

“Work” includes data when the contract does not include the Warranty of Data clause.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the work under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all work called for by the contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or its subcontractors engaged in the contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs any inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise provided in the contract, the Government shall accept work as promptly as practicable after delivery, and work shall be deemed accepted 90 days after delivery, unless accepted earlier.

(f) At any time during contract performance, but no later than 6 months (or such other time as may be specified in the contract) after acceptance of all of the end items (other than designs, drawings, or reports) to be delivered under the contract, the Government may require the Contractor to replace or correct work not meeting contract requirements. Time devoted to the replacement or correction of such work shall not be included in the computation of the above time period. Except as otherwise provided in paragraph (h) of this clause, the cost of replacement or correction shall be determined as specified in the Allowable Cost and Payment clause, but no additional fee shall be paid. The Contractor shall not tender for acceptance work required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g)(1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, the Government may—

(i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or make an equitable reduction in any fixed fee paid or payable under the contract;

**SECTION E OF (Contract Number)
INSPECTION AND ACCEPTANCE**

(ii) Require delivery of any undelivered articles and shall have the right to make an equitable reduction in any fixed fee paid or payable under the contract; or

(iii) Terminate the contract for default.

(2) Failure to agree on the amount of increased cost to be charged the Contractor or to the reduction in fixed fee shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) of this clause, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to—

(1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause shall apply in the same manner to a corrected or replacement end item or components as to work originally delivered.

(j) The Contractor has no obligation or liability under the contract to correct or replace articles not meeting contract requirements at time of delivery, except as provided in this clause or as may otherwise be specified in the contract.

(k) Unless otherwise provided in the contract, the Contractor's obligations to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(End of clause)

**E.4 INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM)
(52.246-9) (APR 1984)**

The Government has the right to inspect and evaluate the work performed or being performed under the contract, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the Government performs inspection or evaluation on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(End of clause)

[End of Section]

**SECTION F OF (Contract Number)
DELIVERIES OR PERFORMANCE**

F.1 PERIOD OF PERFORMANCE

The period of performance is from the effective date of the contract through

_____.

(End of Clause)

F.2 STOP-WORK ORDER (52.242-15)(AUG 1989) - ALTERNATE I (APR 1984)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either -

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both and the contract shall be modified, in writing, accordingly, if -

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

**SECTION F OF (Contract Number)
DELIVERIES OR PERFORMANCE**

(End of clause)

F.3 PLACE OF PERFORMANCE (MSFC 52.237-91)(FEB 2001)

The Contractor shall perform the work under this contract at
and at such other locations as may be approved in writing by the Contracting Officer.

(End of clause)

[End of Section]

[End of Section]

Sample

**SECTION G OF (Contract Number)
CONTRACT ADMINISTRATION**

H-1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following clauses are hereby incorporated by reference:

1852.227-11	PATENT RIGHTS – RETENTION BY THE CONTRACTOR (SHORT FORM)
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(End of By Reference Section)

G.2 PAYMENT OF FIXED FEE (1852.216-75) (DEC 1988)

The fixed fee shall be paid in monthly installments based upon the percentage of completion of work as determined by the Contracting Officer.

(End of clause)

G.3 SUBMISSION OF VOUCHERS FOR PAYMENT (1852.216-87) (MAR 1998)

(a) The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract is indicated below. Public vouchers for payment of costs shall include a reference to the number of this contract.

(b) (1) If the contractor is authorized to submit interim cost vouchers directly to the NASA paying office, the original voucher should be submitted to:

NASA Shared Services Center (NSSC)
Financial Management Division (FMD)
Accounts Payable Bldg 1111, C. Road
Stennis Space Center, MS 39529

Email: NSSC-AccountsPayable@nasa.gov
Fax: 866-209-5415

(2) For any period that the Defense Contract Audit Agency has authorized the Contractor to submit interim cost vouchers directly to the Government paying office, interim vouchers are not required to be sent to the Auditor, and are considered to be provisionally approved for payment, subject to final audit.

(3) Copies of vouchers should be submitted as directed by the Contracting Officer.

**SECTION G OF (Contract Number)
CONTRACT ADMINISTRATION**

(c) If the contractor is not authorized to submit interim cost vouchers directly to the paying office as described in paragraph (b), the contractor shall prepare and submit vouchers as follows:

(1) One original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment to:

George C. Marshall Space Flight Center
Attn: (Contracting Officer)
MSFC, AL 35812

(2) Five copies of SF 1034, SF 1035A, or equivalent Contractor's attachment to the following offices by insertion in the memorandum block of their names and addresses:

- (i) Copy 1 NASA Contracting Officer
- (ii) Copy 2 Auditor
- (iii) Copy 3 Contractor
- (iv) Copy 4 Contract administration office; and
- (v) Copy 5 Project management office.

(3) The Contracting Officer may designate other recipients as required.

(d) Public vouchers for payment of fee shall be prepared similarly to the procedures in paragraphs (b) or (c) of this clause, whichever is applicable, and be forwarded to:

George C. Marshall Space Flight Center
Attn: (Contracting Officer)
MSFC, AL 35812

This is the designated billing office for fee vouchers for purposes of the Prompt Payment clause of this contract.

(e) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate voucher for the amount withheld will be required before payment for that amount may be made.

(End of Clause)

**G.4 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING
(1852.242-73) (NOV 2004)**

**SECTION G OF (Contract Number)
CONTRACT ADMINISTRATION**

(a) The Contractor shall submit NASA Contractor Financial Management Reports on NASA Forms 533 in accordance with the instructions in NASA Procedures and Guidelines (NPR) 9501.2, NASA Contractor Financial Management Reporting, and on the reverse side of the forms, as supplemented in the Schedule of this contract. The detailed reporting categories to be used, which shall correlate with technical and schedule reporting, shall be set forth in the Schedule. Contractor implementation of reporting requirements under this clause shall include NASA approval of the definitions of the content of each reporting category and give due regard to the Contractor's established financial management information system.

(b) Lower level detail used by the Contractor for its own management purposes to validate information provided to NASA shall be compatible with NASA requirements.

(c) Reports shall be submitted in the number of copies, at the time, and in the manner set forth in the Schedule or as designated in writing by the Contracting Officer. Upon completion and acceptance by NASA of all contract line items, the Contracting Officer may direct the Contractor to submit Form 533 reports on a quarterly basis only, report only when changes in actual cost occur, or suspend reporting altogether.

(d) The Contractor shall ensure that its Form 533 reports include accurate subcontractor cost data, in the proper reporting categories, for the reporting period.

(e) If during the performance of this contract NASA requires a change in the information or reporting requirements specified in the Schedule, or as provided for in paragraph (a) or (c) of this clause, the Contracting Officer shall effect that change in accordance with the Changes clause of this contract.

(End of clause)

G.5 FINANCIAL MANAGEMENT REPORTING

a) Requirements. This clause provides the supplemental instructions referred to in NASA FAR Supplement (NFS) clause 1852.242-73. The NFS clause and NASA Procedures and Guidelines (NPG) 9501.2C, "NASA Contractor Financial Management Reporting", establish report due dates and all other financial management reporting requirements. NPG 9501.2C permits withholding of payment for noncompliance.

(b) Supplemental instructions.

(1) Monthly (NF 533M) reports are required. Quarterly (NF 533Q) reports are also required. One hard copy shall be provided to the following:

Contracting Officer, XXXXXXXXXXXX, Code PS51

In addition, electronic copies shall be provided to each of the following:

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CONTRACT ADMINISTRATION**

Contracting Officer, (email addresses will be provided)
Contracting Officer's Technical Representative,
Contracting Officer's Alt Technical Representative,
New Frontier's Program Manager
New Frontier's Business Manager,
New Frontier's Resource Analyst,
Finance,

(2) The reporting structure shall be in accordance with Attachment 6 of Section J of this contract.

(c) Web sites.

(1) NPG 9501.2C, "NASA Contractor Financial Management Reporting":
http://nodis.hq.nasa.gov/Library/Directives/NASA-WIDE/Procedures/Financial_Management/contents.html

(2) NF 533 Tutorial: (for training purposes only)
<http://genesis.gsfc.nasa.gov/nf533.htm>

(End of Clause)

G.6 BUDGETARY ESTIMATES

The Contractor shall submit annual Program Operating Plan (POP) information in accordance with guidance supplied by the Discovery/New Frontiers Program Office. The POP submission and cost and phasing plans will be forwarded to the Program Manager with a copy to the Contracting Officer.

(End of Clause)

G.7 MONTHLY AND QUARTERLY PROJECT FINANCIAL REPORTS

Monthly and Quarterly Project Financial Reports shall be submitted per guidance supplied by the New Frontiers Program Office. Any changes in the format or requirements for these reports will be provided in writing by the New Frontiers Program Office. A sample is provided under Attachment C.

(End of Clause)

**G.8 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND
PATENT REPRESENTATIVE (1852.227-72) (JUL 1997)**

(a) For purposes of administration of the clause of this contract entitled "New Technology" or "Patent Rights -- Retention by the Contractor (Short Form)", whichever

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CONTRACT ADMINISTRATION**

is included, the following named representatives are hereby designated by the Contracting Officer to administer such clause:

New Technology Representative:

NASA
George C. Marshall Space Flight Center
Attn: CD30/New Technology Representative
Marshall Space Flight Center, AL 35812

Patent Representative:

NASA
George C. Marshall Space Flight Center
Attn: LS01/Chief Intellectual Property Counsel
Marshall Space Flight Center, AL 35812

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquires or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights--Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

(End of Clause)

G. 9 CONTRACTOR ACQUIRED PROPERTY--NASA CONDITIONS

NASA FAR Supplement 1845.502-70 establishes general and specific conditions that apply to this contract for various categories of contractor acquired property.

(End of clause)

G. 10 TECHNICAL DIRECTION (1852.242-70) (SEP 1993)

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CONTRACT ADMINISTRATION**

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement [1842.270](#). "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.

(b) The COTR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that -

- (1) Constitutes an assignment of additional work outside the statement of work;
- (2) Constitutes a change as defined in the changes clause;
- (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
- (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
- (5) Interferes with the contractor's rights to perform the terms and conditions of the contract.

(c) All technical direction shall be issued in writing by the COTR.

(d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority. If, in the Contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph (b) of this clause, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is -

- (1) Rescinded in its entirety; or
- (2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.

(e) A failure of the contractor and contracting officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with

**SECTION G OF (Contract Number)
CONTRACT ADMINISTRATION**

respect to the instruction or direction, shall be subject to the Disputes clause of this contract.

(f) Any action(s) taken by the contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.

(End of clause)

G. 11 TRAVEL OUTSIDE OF THE UNITED STATES (1852.242-71) (DEC 1988)

(a) The Contracting Officer must authorize in advance and in writing travel to locations outside of the United States by Contractor employees that is to be charged as a cost to this contract. This approval may be granted when the travel is necessary to the efforts required under the contract and it is otherwise in the best interest of NASA.

(b) The Contractor shall submit requests to the Contracting Officer at least 30 days in advance of the start of the travel.

(c) The Contractor shall submit a travel report at the conclusion of the travel. The Contracting Officer's approval of the travel will specify the required contents and distribution of the travel report.

(End of clause)

**G. 12 CONTRACTOR REQUESTS FOR GOVERNMENT-OWNED
EQUIPMENT (1852.245-70) (JUL 1997)**

(a) "Equipment," as used in this clause, means commercially available items capable of stand-alone use, including those to be acquired for incorporation into special test equipment or special tooling.

(b)(1) Upon determination of need for any Government-owned equipment item for performance of this contract, the contractor shall provide to the contracting officer a written request justifying the need for the equipment and the reasons why contractor-owned property cannot be used, citing the applicable FAR or contract authority for use of Government-owned equipment. Equipment being acquired as a deliverable end item listed in the contract or as a component for incorporation into a deliverable end item listed in the contract is exempt from this requirement.

(2) The contractor's request shall include a description of the item in sufficient detail to enable the Government to screen its inventories for available equipment or to purchase equipment. For this purpose, the contractor shall (i) prepare a separate DD Form 1419,

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DOD Industrial Plant Equipment Requisition, or equivalent format, for each item requested and (ii) forward it through the contracting officer to the Industrial Property Officer at the cognizant NASA installation at least 30 days in advance of the date the contractor intends to acquire the item. Multiple units of identical items may be requested on a single form. Instructions for preparing the DD Form 1419 are contained in NASA FAR Supplement 1845.7102. If a certificate of nonavailability is not received within that period, the contractor may proceed to acquire the item, subject to having obtained contracting officer consent, if required, and having complied with any other applicable provisions of this contract.

(c) Contractors who are authorized to conduct their own screening using the NASA Equipment Management System (NEMS) and other Government sources of excess property shall provide the evidence of screening results with their request for contracting officer consent. Requests to purchase based on unsuitability of items found shall include rationale for the determined unsuitability.

(End of clause)

G. 13 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (1852.245-73) (OCT 2003)

(a) The Contractor shall submit annually a NASA Form (NF) 1018, NASA Property in the Custody of Contractors, in accordance with the provisions of 1845.505-14, the instructions on the form, subpart 1845.71, and any supplemental instructions for the current reporting period issued by NASA.

(b) (1) Subcontractor use of NF 1018 is not required by this clause; however, the Contractor shall include data on property in the possession of subcontractors in the annual NF 1018.

(2) The Contractor shall mail the original signed NF 1018 directly to the cognizant NASA Center Deputy Chief Financial Officer, Finance, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(3) One copy shall be submitted (through the Department of Defense (DOD) Property Administrator if contract administration has been delegated to DOD) to the following address: [Insert name and address of appropriate NASA Center office.], unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(c) (1) The annual reporting period shall be from October 1 of each year through September 30 of the following year. The report shall be submitted in time to be received by October 15. The information contained in these reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 15. Some

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activity may be estimated for the month of September, if necessary, to ensure the NF 1018 is received when due. However, contractors procedures must document the process for developing these estimates based on planned activity such as planned purchases or NASA Form 533 (NF 533 Contractor Financial Management Report) cost estimates. It should be supported and documented by historical experience or other corroborating evidence, and be retained in accordance with FAR Subpart 4.7, Contractor Records Retention. Contractors shall validate the reasonableness of the estimates and associated methodology by comparing them to the actual activity once that data is available, and adjust them accordingly. In addition, differences between the estimated cost and actual cost must be adjusted during the next reporting period. Contractors shall have formal policies and procedures, which address the validation of NF 1018 data, including data from subcontractors, and the identification and timely reporting of errors. The objective of this validation is to ensure that information reported is accurate and in compliance with the NASA FAR Supplement. If errors are discovered on NF 1018 after submission, the contractor shall contact the cognizant NASA Center Industrial Property Officer (IPO) within 30 days after discovery of the error to discuss corrective action.

(2) The Contracting Officer may, in NASA's interest, withhold payment until a reserve not exceeding \$25,000 or 5 percent of the amount of the contract, whichever is less, has been set aside, if the Contractor fails to submit annual NF 1018 reports in accordance with 1845.505-14 and any supplemental instructions for the current reporting period issued by NASA. Such reserve shall be withheld until the Contracting Officer has determined that NASA has received the required reports. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

(d) A final report shall be submitted within 30 days after disposition of all property subject to reporting when the contract performance period is complete in accordance with (b)(1) through (3) of this clause.

(End of clause)

**G.14 LIST OF GOVERNMENT-FURNISHED PROPERTY (1852.245-76)
(OCT 1988)**

For performance of work under this contract, the Government will make available Government property identified below or in Attachment A, Statement of Work, of this contract on a no-charge-for-use basis. The Contractor shall use this property in the performance of this contract at other location(s) as may be approved by the Contracting Officer. Under the FAR 52.245 Government Property clause of this contract, the Contractor is accountable for the identified property.

Item	Quantity	Acquisition Cost	Date to be Furnished to the Contractor
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**SECTION G OF (Contract Number)
CONTRACT ADMINISTRATION**

(End of clause)

[End of Section]

Sample

SECTION H OF (Contract Number)
SPECIAL CONTRACT REQUIREMENTS

H-1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following clauses are hereby incorporated by reference:

1852.208-81	Restriction on Printing and Duplicating (Nov 2004)
1852.223-70	Safety and Health (Apr 2002)
1852.235-73	Final Scientific and Technical Reports (Feb 2003)
1852.244-70	Geographic Participation in the Aerospace Program (Apr 1985)

(End of By Reference Section)

H.2 SAFETY AND HEALTH (SHORT FORM) (1852.223-72) (APR 2002)

(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness; damage to or loss of equipment or property, or damage to the environment. NASA's safety priority is to protect: (1) the public, (2) astronauts and pilots, (3) the NASA workforce (including contractor employees working on NASA contracts), and (4) high-value equipment and property.

(b) The Contractor shall take all reasonable safety and occupational health measures consistent with standard industry practice in performing this contract. The Contractor shall comply with all Federal, State, and local laws applicable to safety and occupational health and with the safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this contract.

(c) The Contractor shall take, or cause to be taken, any other safety, and occupational health measures the Contracting Officer may reasonably direct. To the extent that the Contractor may be entitled to an equitable adjustment for those measures under the terms and conditions of this contract, the equitable adjustment shall be determined pursuant to the procedures of the Changes clause of this contract; provided, that no adjustment shall be made under this Safety and Health clause for any change for which an equitable adjustment is expressly provided under any other clause of the contract.

(d) The Contracting Officer may notify the Contractor in writing of any noncompliance with this clause and specify corrective actions to be taken. In situations where the Contracting Officer becomes aware of noncompliance that may pose a serious or imminent danger to safety and health of the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value mission critical equipment or property, the Contracting Officer shall notify the Contractor orally, with written confirmation. The Contractor

SECTION H OF (Contract Number)
SPECIAL CONTRACT REQUIREMENTS

shall promptly take and report any necessary corrective action. The Government may pursue appropriate remedies in the event the Contractor fails to promptly take the necessary corrective action.

(e) The Contractor (or subcontractor or supplier) shall insert the substance of this clause, including this paragraph (e) and any applicable Schedule provisions, with appropriate changes of designations of the parties, in subcontracts of every tier that exceed the micro-purchase threshold.

(End of clause)

H.3 MAJOR BREACH OF SAFETY OR SECURITY (1852.223-75) (FEB 2002)

(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. Safety is essential to NASA and is a material part of this contract. NASA's safety priority is to protect: (1) the public; (2) astronauts and pilots; (3) the NASA workforce (including contractor employees working on NASA contracts); and (4) high-value equipment and property. A major breach of safety may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination for default. A major breach of safety must be related directly to the work on the contract. A major breach of safety is an act or omission of the Contractor that consists of an accident, incident, or exposure resulting in a fatality or mission failure; or in damage to equipment or property equal to or greater than \$1 million; or in any "willful" or "repeat" violation cited by the Occupational Safety and Health Administration (OSHA) or by a state agency operating under an OSHA approved plan.

(b) Security is the condition of safeguarding against espionage, sabotage, crime (including computer crime), or attack. A major breach of security may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination for default. A major breach of security may occur on or off Government installations, but must be related directly to the work on the contract. A major breach of security is an act or omission by the Contractor that results in compromise of classified information, illegal technology transfer, workplace violence resulting in criminal conviction, sabotage, compromise or denial of information technology services, equipment or property damage from vandalism greater than \$250,000, or theft greater than \$250,000.

(c) In the event of a major breach of safety or security, the Contractor shall report the breach to the Contracting Officer. If directed by the Contracting Officer, the Contractor shall conduct its own investigation and report the results to the Government. The Contractor shall cooperate with the Government investigation, if conducted.

(End of clause)

**H.3 MAJOR BREACH OF SAFETY OR SECURITY (1852.223-75)(FEB 2002) –
ALTERNATE I (FEB 2006)**

(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. Safety is essential to NASA and is a material part of this contract. NASA's safety priority is to protect:

(1) The public;

(2) astronauts and pilots;

(3) the NASA workforce (including contractor employees working on NASA contracts); and

(4) high-value equipment and property. A major breach of safety may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination. A major breach of safety must be related directly to the work on the contract. A major breach of safety is an act or omission of the Contractor that consists of an accident, incident, or exposure resulting in a fatality or mission failure; or in damage to equipment or property equal to or greater than \$1 million; or in any "willful" or "repeat" violation cited by the Occupational Safety and Health Administration (OSHA) or by a state agency operating under an OSHA approved plan.

(b) Security is the condition of safeguarding against espionage, sabotage, crime (including computer crime), or attack. A major breach of security may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination. A major breach of security may occur on or off Government installations, but must be related directly to the work on the contract. A major breach of security is an act or omission by the Contractor that results in compromise of classified information, illegal technology transfer, workplace violence resulting in criminal conviction, sabotage, compromise or denial of information technology services, equipment or property damage from vandalism greater than \$250,000, or theft greater than \$250,000.

(c) In the event of a major breach of safety or security, the Contractor shall report the breach to the Contracting Officer. If directed by the Contracting Officer, the Contractor shall conduct its own investigation and report the results to the Government. The Contractor shall cooperate with the Government investigation, if conducted.

(End of clause)

SECTION H OF (Contract Number)
SPECIAL CONTRACT REQUIREMENTS

H.4 EXPORT LICENSES (1852.225-70) (FEB 2000)

(a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at any Government installation, where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of clause)

H.5 KEY PERSONNEL AND FACILITIES (1852.235-71) (MAR 1989)

(a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the change, and that ratification shall constitute Contracting Officer's consent required by this clause.

(c) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

(TBD)

(End of clause)

SECTION H OF (Contract Number)
SPECIAL CONTRACT REQUIREMENTS

**H.6 ADDITIONAL REPORTS OF WORK – RESEARCH AND DEVELOPMENT
(1852.235-74) (FEB 2003)**

(a) Monthly progress reports. The Contractor shall submit separate monthly progress reports of all work accomplished during each month of contract performance. Reports shall be in narrative form, brief and informal. They shall include a quantitative description of progress, an indication of any current problems that may impede performance, proposed corrective action, and a discussion of the work to be performed during the next monthly reporting period.

(b) Quarterly progress reports. The Contractor shall submit separate quarterly reports of all work accomplished during each three-month period of contract performance. In addition to factual data, these reports shall include a separate analysis section that interprets the results obtained, recommends further action, and relates occurrences to the ultimate objectives of the contract. Sufficient diagrams, sketches, curves, photographs, and drawings shall be included to convey the intended meaning.

(c) Final report. Refer to NASA FAR Supplement clause 1852.235-70, "Center for AeroSpace Information--Final Scientific and Technical Reports" of this contract. The Contractor shall submit a final report which documents and summarizes the results of the entire contract work, including recommendations and conclusions based on the experience and results obtained. The final report shall include tables, graphs, diagrams, curves, sketches, photographs, and drawings in sufficient detail to explain comprehensively the results achieved under the contract. The final report must comply with NPG 2200.2A, "Guidelines for Documentation, Approval, and Dissemination of NASA Scientific and Technical Information."

(d) Submission. The Contractor shall submit the reports required by this clause as follows:

[M=Monthly, Q=Quarterly, F=Final]

<u>Copies</u>	<u>Report Type</u>	<u>Addressee</u>	<u>Mail Code</u>
1	M,Q,F	Contracting Officer NASA Marshall Space Flight Center PS51 MSFC, AL 35812	PS51

SECTION H OF (Contract Number)
SPECIAL CONTRACT REQUIREMENTS

- | | | | |
|---|-------|---|------|
| 1 | M,Q,F | Contracting Officer's
Technical Representative (COTR)
NASA
Marshall Space Flight Center
MSFC, AL 35812 | VP23 |
| 1 | F | New Technology Representative
NASA
George C. Marshall Space Flight Center
Attn: CD30/New Technology Representative
Marshall Space Flight Center, AL 35812 | |
| 2 | M,Q,F | Center for AeroSpace Information (CASI)
in accordance with NASA FAR Supplement
clause 1852.235-70 | |

(End of Clause)

H.7 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION

(a) NASA may find it necessary to release information submitted by the Contractor, either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by NASA. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by submission of this proposal, or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to, the following:

(1) To other Agency contractors and subcontractors, and their employees tasked with assisting the Agency in handling and processing information and documents in the evaluation, the award or the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to NASA's technical evaluation panels;

(2) To NASA contractors and subcontractors, and their employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency.

(c) Except where otherwise provided by law, NASA will permit the limited release of CBI under subparagraphs (1) or (2) only pursuant to non-disclosure agreements signed by the assisting contractor or subcontractor, and their individual employees who may require access to the CBI to perform the assisting contract).

SECTION H OF (Contract Number)
SPECIAL CONTRACT REQUIREMENTS

(d) NASA's responsibilities under the Freedom of Information Act are not affected by this clause.

(e) The Contractor agrees to include this clause, including this paragraph (e), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

(End of clause)

H. 8 ADVANCED AGREEMENT TO CONSIDER PHASE C/D & PHASE E

(a) At the time of award, the contract requires Phase B support only.

(b) Upon request of the Government, Phase C/D and Phase E proposals with cost and pricing data shall be submitted.

(c) The Contractor shall not commence any effort or incur any costs associated with Phase C/D or Phase E of this contract without written authorization to proceed from the Contracting Officer. The Contractor may request approval to initiate and incur costs for the fabrication or purchase of long lead parts, but such authority shall be specifically approved in writing, by the Contracting Officer.

(d) The Contractor shall institute and maintain an accounting system, which clearly segregates Phase B costs, Phase C/D costs and Phase E costs.

(e) In the event that this contract is terminated for any reason prior to the approval of the Phase B effort, the Contractor shall not be reimbursed for any costs incurred for any Phase C/D or Phase E effort except for costs reasonably and properly allocable to, and directly associated with approved Phase C/D or Phase E efforts.

(End of clause)

[End of Section]

**SECTION I OF (Contract Number)
CONTRACT CLAUSES**

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): Federal Acquisition Regulation (FAR) clauses:

<http://www.acqnet.gov/far/>

NASA FAR Supplement (NFS) clauses:

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

- 52.202-1 DEFINITIONS. (JUL 2004)**

- 52.203-3 GRATUITIES. (APR 1984)**

- 52.203-5 COVENANT AGAINST CONTINGENT FEES. (APR 1984)**

- 52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)**

- 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)**

- 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)**

- 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (SEP 2005)**

**SECTION I OF (Contract Number)
CONTRACT CLAUSES**

52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (DEC 2008)

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER. (AUG 2000)

52.204-7 CENTRAL CONTRACTOR REGISTRATION. (JUL 2006)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (SEP 2006)

52.215-2 AUDIT AND RECORDS - NEGOTIATION. (JUN 1999) - ALTERNATE II (APR 1998)

52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT. (OCT 1997)

52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OF PRICING DATA (OCT 1997)

52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)

52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004)

52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)

52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER

THAN COST OR PRICING DATA - MODIFICATIONS (OCT 1997)

52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)

52.216-8 FIXED FEE (MAR 1997)

SECTION I OF (Contract Number)
CONTRACT CLAUSES

- 52.216-11 **COST CONTRACT - NO FEE. (APR 1984) - ALTERNATE I (APR 1984)**
- 52.216-15 PREDETERMINED INDIRECT COST RATES. (APR 1998)
- 52.216-26 **PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION. (DEC 2002)**
- 52.219-8 **UTILIZATION OF SMALL BUSINESS CONCERNS. (MAY 2004)**
- 52.219-9 **SMALL BUSINESS SUBCONTRACTING PLAN. (APR 2008) - ALTERNATE II (OCT 2001)**
- 52.219-16 **LIQUIDATED DAMAGES - SUBCONTRACTING PLAN. (JAN 1999)**
- 52.222-2 **PAYMENT FOR OVERTIME PREMIUMS. (JUL 1990) (a) The use of overtime is authorized under this contract if the overtime premium does not exceed \$xxxxx or the overtime premium is paid for work.**
- 52.222-3 **CONVICT LABOR. (JUN 2003)**
- 52.222-21 **PROHIBITION OF SEGREGATED FACILITIES. (FEB 1999)**
- 52.222-26 **EQUAL OPPORTUNITY. (MAR 2007)**
- 52.222-29 NOTIFICATION OF VISA DENIAL (JUN 2003)

**SECTION I OF (Contract Number)
CONTRACT CLAUSES**

- 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS. (SEP 2006)**
- 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES. (JUN 1998)**
- 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS. (SEP 2006)**
- 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING
PAYMENT OF UNION
DUES OR FEES (DEC 2004)
- 52.222-50 COMBATINGH TRAFFICKING IN PERSONS (FEB 2009)
- 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (SEP 2009)
I-2
- 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA. (JAN 1997) - ALTERNATE I (JUL 1995)**
- 52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)**
- 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
- 52.223-15 ENERGY EFFICIENCY IN ENERGY - CONSUMING
PRODUCTS. (DEC 2007)
- 52.225-1 BUY AMERICAN ACT - SUPPLIES. (FEB 2009)**
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (MAR 2005)
- 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007) - ALTERNATE I
(APR 1984)
- 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT
INFRINGEMENT (AUG 1996)
- 52.227-11 PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT
FORM)

**SECTION I OF (Contract Number)
CONTRACT CLAUSES**

(JUN 1997) AS MODIFIED BY NASA FAR SUPPLEMENT
1852.227-11

52.227-14 RIGHTS IN DATA - GENERAL. (JUN 1987) - ALTERNATE IV (DEC 2007)

52.227-16 ADDITIONAL DATA REQUIREMENTS. (JUN 1987)

52.228-7 INSURANCE - LIABILITY TO THIRD PERSONS. (MAR 1996)

52.230-2 COST ACCOUNTING STANDARDS (OCT 2008)

52.232-22 LIMITATION OF FUNDS. (APR 1984)

52.232-23 ASSIGNMENT OF CLAIMS. (JAN 1986)

52.232-25 PROMPT PAYMENT. (OCT 2008)

**52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL
CONTRACTOR REGISTRATION. (MAY 1999)**

52.233-1 DISPUTES. (JUL 2002) - ALTERNATE I (DEC 1991)

52.233-3 PROTEST AFTER AWARD. (AUG 1996) - ALTERNATE I (JUN 1985)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)

**SECTION I OF (Contract Number)
CONTRACT CLAUSES**

- 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS. (APR 1984)**
- 52.242-3 PENALTIES FOR UNALLOWABLE COSTS. (MAY 2001)**
- 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS. (JAN 1997)**
- 52.242-13 BANKRUPTCY. (JUL 1995)**
- 52.243-2 CHANGES - COST-REIMBURSEMENT. (AUG 1987) - ALTERNATE V (APR 1984)**
- 52.244-2 SUBCONTRACTS (AUG 1998) - ALTERNATE I (AUG 1998)**
(INSERT PARAGRAPH (e) "XXX" and INSERT PARAGRAPH (k) "XXX".)
- 52.244-5 COMPETITION IN SUBCONTRACTING. (DEC 1996)**
- 52.245-1 GOVERNMENT PROPERTY (JUN 2007)**
- 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)
- 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)**
- 52.247-67 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE
GENERAL SERVICES ADMINISTRATION FOR AUDIT (JUN 1997)
- 52.249-5 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND
OTHER NONPROFIT INSTITUTIONS). (SEP 1996)**
- 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)

**SECTION I OF (Contract Number)
CONTRACT CLAUSES**

52.249-14 EXCUSABLE DELAYS (APR 1984)

1852.203-70 DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS (JUN 2001)

1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED
INFORMATION
TECHNOLOGY RESOURCES (MAY 2007)

1852.216-89 ASSIGNMENT AND RELEASE FORMS (JUL 1997)

1852.219-74 USE OF RURAL AREA SMALL BUSINESS (SEP 1990)

1852.219-75 SMALL BUSINESS SUBCONTRACTING REPORTING (MAY 1999)

1852.228-75 MINIMUM INSURANCE COVERAGE. (OCT 1988)

1852.235-70 CENTER FOR AEROSPACE INFORMATION. (DEC 2006)

1852.237-73 ACCESS TO SENSITIVE INFORMATION (JUN 2005)

I.2 52.216-24 LIMITATION OF GOVERNMENT LIABILITY. (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$xxxxxxx.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$xxxxxxx.

(End of clause)

I.3 1852.219-76 NASA 8 PERCENT GOAL. (JUL 1997)

(a) Definitions.

Historically Black Colleges or University, as used in this clause, means an institution determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term

SECTION I OF (Contract Number)
CONTRACT CLAUSES

also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institutions, as used in this clause, means an institution of higher education meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which for the purposes of this clause includes a Hispanic-serving institution of higher education as defined in section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

Small disadvantaged business concern, as used in this clause, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

Women-owned small business concern, as used in this clause, means a small business concern (1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and (2) whose management and daily business operations are controlled by one or more women.

**SECTION I OF (Contract Number)
CONTRACT CLAUSES**

(b) The NASA Administrator is required by statute to establish annually a goal to make available to small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns, at least 8 percent of NASA's procurement dollars under prime contracts or subcontracts awarded in support of authorized programs, including the space station by the time operational status is obtained.

(c) The contractor hereby agrees to assist NASA in achieving this goal by using its best efforts to award subcontracts to such entities to the fullest extent consistent with efficient contract performance.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns.

(End of clause)

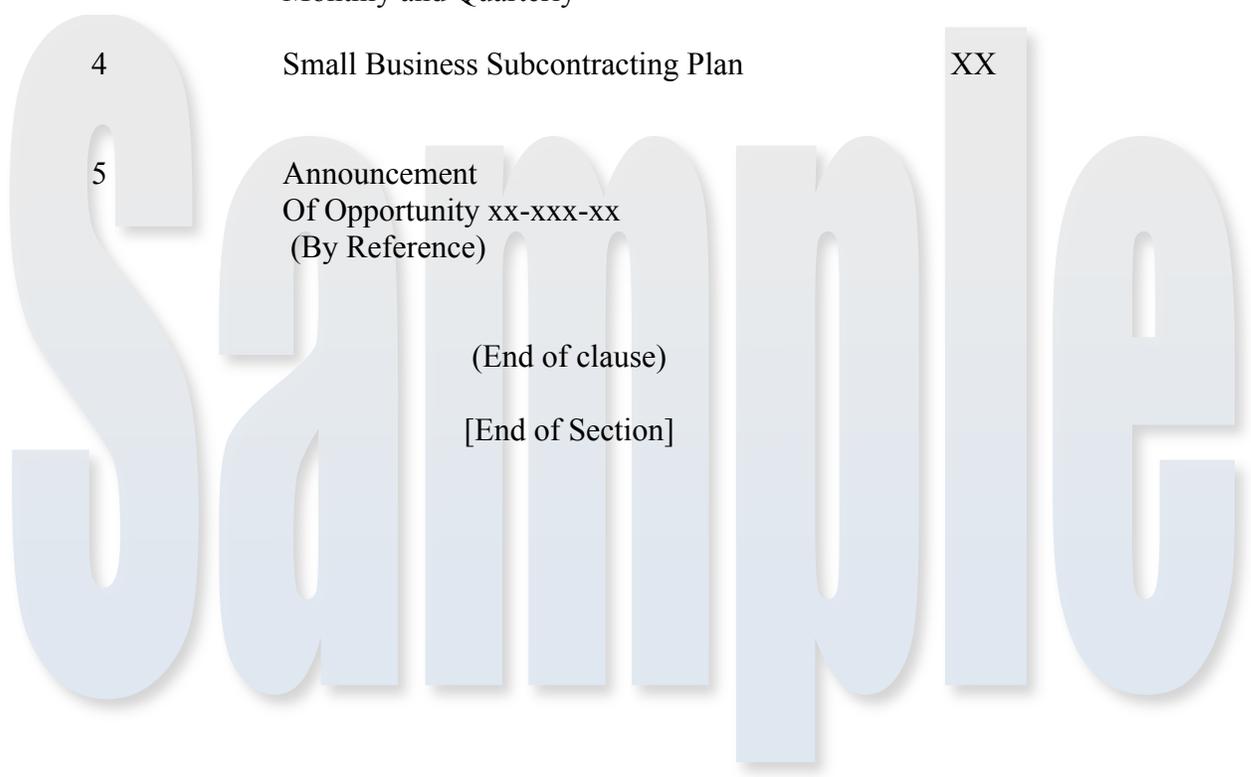
Sample

**SECTION J OF (Contract Number)
LIST OF ATTACHMENTS**

J.1 LIST OF ATTACHMENTS

The following attachments constitute part of this contract:

<u>Attachment</u>	<u>Description</u>	<u>Number of Pages</u>
1	Statement of Work	XX
2	COTR/ALT COTR Delegation	X
3	Financial Management Reporting Format (533) Monthly and Quarterly	X
4	Small Business Subcontracting Plan	XX
5	Announcement Of Opportunity xx-xxx-xx (By Reference) (End of clause) [End of Section]	



SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS. (JAN 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 927110.

(2) The small business size standard is *[insert size standard]*.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (c) applies.

(ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause Title Date Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)
K-1

Sample